117

19 38

Department of Revenue

OFFICE Board of Revenue

STATION Madras

Mis. No. 1347

Dated 11-5-38

B: 12351

Pages in the file

(SUBJECT.)

Licence - land - (Bellary) - Harpanahalli

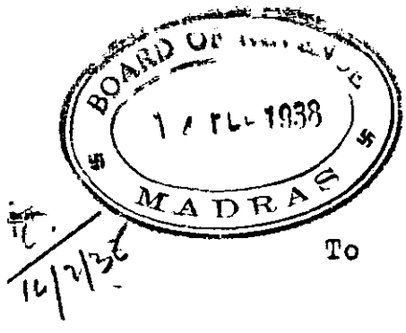
and Town - S. No 154 - A/2 Taluk office

Composed - Tennis Court - Sanctioned

B/1235

Revenue Department.

From



E.C.Wood Esq., I.C.S.,

Collector of Bellary.

14/2/38

To

The Secretary to the Board of Revenue,

Madras.

Sir, Ref. 5789/37 A1. Dated 7.2.38

Licence- Government land-Harapanahalli taluk and town- grant of a licence to the Tennis club- Proposals- submitted.

The Secretary, Tennis Club, Harapanahalli has applied for the grant of a licence for the tennis court in the taluk office compound at Harapanahalli. The site applied for measures 0.24 acre and its market value is estimated at Rs 290-6-5 at four annas per square yard. The appropriate ground rent is fixed at Rs 2-13-7 or 2-14-0 at Rs 11-14-0 per acre. The Executive Engineer has approved the plan of the site and has no objection to the grant of a licence. There are no trees,graves,plants etc,on the site applied for.

2. The club consists of 12 members of whom four are Non Officials. None of them is a retired Government servant. A copy of the rules framed by the club is enclosed. It does not propose to erect a pavilion or structure in the near future. I have no objection to the grant of a licence subject to the payment of an annual fee of Rs 3-0-0 I submit herewith a draft licence for Board's approval.

11-2-38.

A.S.N./10-2a.

For Collector.

~~LICENCE FOR THE USE OF STATE LAND FOR RECREATION PURPOSES.~~

I, E.C. Wood Esq I.C.S. the Collector of Bellary district (hereinafter referred to as the Collector) hereby ~~license~~ and authorise the Secretary Tennis Club, Harpanahalli for the time being (hereinafter referred to as the licensee) to use at all times during the continuance of this licence all that piece and parcel of land situated in S.No.154-A/2 ~~village site~~, Harpanahalli and belonging to the Government of Madras and more particularly described in the schedule hereto and shown in the plan attached, for the purpose of the ~~recreation ground~~ subject nevertheless to the conditions herein contained.

2. The licensee shall, so long as the licence hereby granted shall not be determined in the manner hereinafter provided, pay in advance an annual licence fee of Rs.5-0-0, clear of all deductions, the first of such payments to be made from the ~~date of proceedings granting the licence~~ and subsequent annual payments on the corresponding day of the succeeding years.

3. The licensee shall bear, pay and discharge all existing and future municipal and other taxes, charges, assessments and outgoings payable in respect of the said land.

4. The licensee shall not use the said land or suffer it to be used except for the purpose of the ~~recreation ground which are the following~~ Tennis Court :-

5. The land ~~and buildings (if)~~ shall not be used for political meetings.

6. The licensee shall not, ~~except as provided in condition 7~~ erect any buildings, fences or structures of a permanent or a temporary character on the said land without the previous written sanction of the ~~Government of, Madras.~~ Board of Revn.

7. The licensee shall maintain the said land in a clean and sanitary condition to the satisfaction of the Collector and shall also maintain the structures, if any, erected thereon aforesaid, in good and substantial repair to the satisfaction of the Collector. No alteration or extension of any such structure shall be made without the previous written sanction of the ~~Government of,~~ Madras. Board of Revn.

8. The licensee may uproot, cut down or destroy such trees, plants, groves or busnes as, in the opinion of the Collector, it is necessary to uproot, cut down or destroy to make the said land fit for the purposes of the recreation ground and may take ~~xxx~~ them free of charge, and dispose of them in any manner he likes. The licensee may level the ground by removing embanked pathways and filling up low lying places on the said land so as to make the ground fit for the purpose of the ~~recreation ground~~ Tennis Court and may mow and cut the grass thereon and dispose of the same in any manner he likes and do any work on the said land which in the opinion of the Collector is necessary to such purposes.

9. The licensee shall remove immediately any unauthorized building, fence or structure, on receiving notice from the Collecto and in default of immediate compliance with any such notice, t Collector shall have power to remove the same and the licensee shall, upon demand made by or on behalf of the Collector, pay cost of removal and the cost of storing the materials removed and take delivery of the same. The licensee shall have no claim to any materials removed under this condition, which shall not have been taken delivery of, or the cost of removal and storage of which shall not have been paid by the licensee on demand made as afores

10. The licensee shall not, without the previous written sanction of the ~~Government of Madras~~ Board of Rev. Madras, permit any person to use the said land or any structure ~~xxxxx~~ thereon or any portion of such land or of such structure except as provided in condition

11. The licensee shall on the termination or revocation o this licence restore the said land to as good a condition as i consistant with the foregoing condition.

12. The licensee shall be answerable to the Government for all or any injury or damage done to the said land except such as is permitted by the foregoing conditions.

13. The Collector may revoke this licence at any time if the licence fee or any part thereof shall remain unpaid for 15 days after it has become payable (whether formally demanded or not) or if the licensee shall have broken any of the conditions hereb

contained or assume control or otherwise dispose of all or any part of the said land and any buildings, fences and structures thereon and the licensee shall not be entitled to any compensation therefor.

14. The licence hereby granted may be revoked by the Collector or any higher authority after giving 24 hours notice in writing and by the ~~Government of Madras~~ Board of Rev., without notice for emergent reasons (~~the said Government~~ Board of Rev. being the sole judge of the emergency, and shall be terminable by the licensee, by giving to the Collector six months' notice in writing but without prejudice to any right of action or remedy of the Collector in respect of any antecedent breach of any of the foregoing conditions. The licensee shall not, in ~~xxxx~~ case of such revocation or termination be entitled to any compensation in respect of any buildings, fences and structures on the said land or ~~xxx~~ of any other improvements erected by him to the said land but he may, before the revocation or termination of the licence takes effect or, if the licence is revoked without notice within such time as may be allowed by the Collector in that behalf, remove such buildings fences and structures.

15. If the club proposes to put up buildings or structures or to make Baadmintor or tennis courts, the site as well as the plans and estimates should be approved by the Executive Engineer on behalf of the Government in order to ensure that such buildings, structures, courts are in keeping with the lay-out of the Government buildings.

SCHEDULE.

Town or village.	Ward number.	Survey number.	Area.	Boundaries.
Harpanahalli.	A.	194-A/2 Village site.	0-24 acres.	North: Taluk Office buildin South: Do. compound w East : Do. vacant spac West : Do. compound wal

In witness:-

I agree to the conditions contained in the above licence.

B. Hanumanthappa
Licensee. Secretary
Tennis Club
Harpanahalli

Collector

3/11/42 21/11/58

RULES OF THE TENNIS CLUB, HARAPANAHALLI.

1. There shall be a Tennis club attached to the Reading Room, Harapanahalli and forming an adjunct thereto as provided for in rule 2 of the byelaws of the reading room.

Location of the Tennis club.

2. The Tennis club shall be located in the Taluk Office compound.

Membership

3. No one who is not a member of the reading room shall be eligible for membership of the Tennis court. Temporary members shall be enrolled by the Secretary subject to the approval of the General body at one of its meetings held subsequent to the date of enrolment of such members. No student of a High school or any other school lower than in rank shall at any time be eligible for membership of Tennis court save as hereinafter provided. Under Graduates or Collegians desirous of becoming members shall however be eligible subject to the conditions laid down by the Secretary.

Subscriptions.

4. The monthly subscription for membership, shall be fixed by the general body at a business meeting, the general body reserving the right to raise or lower the monthly subscription according as circumstances arise.

5. The members shall pay their subscriptions before the 10th of every month.

6. No member shall be in arrears for more than 3 months continuously, when his name shall be struck off the rolls. Such a member shall be readmitted only after payment of the full arrears.

7. Any member wishing to resign, shall send his resignation to the Secretary in writing before the 5th of the month.

Office Bearers.

8. There shall be a President, Ex-Officio and a combined

Secretary and Treasurer for manging the affairs of the Tennis Court. The Tahsildar, Harapanahalli shall be the Ex-officio President of the Tennis club.

9. The Secretary shall be elected at a meeting of the Generaal Body of the members of the Tennis-club and shall hold office as such, for a period of one year from the date of such elections.

10. In the event of a vacancy arising consequent on the resignation of his office, by the Secretary, fresh elections shall be held to fill up the vacancy of the Secretary-ship and the person so slected shall be in office up to the date of a freah general elections of the office bearers.

11. The Secretary shall be in charge of, and be responsible for the immoveable and moveable properties of the said Tennis club.

12. The Secretary shall be responsible for the collections of subscriptions from the members and the proper maintenance of accounts relating to the receipts and charges of the Tennis club.

13. The Secretary shall have the powers to spend any sum or sums, as, and when found necessary, for the purchase of balls nets and other accessories, that may in the opinion of the Secretary be neeaed for the proper upkeep and the running ofh the Tennis club.

14. The Secretary, shall, with the consent of the majority of the members of the Generalbody, spend such sum or sums as may be found necessary for the repairs to the permanent structures and the laying out of the court.

15. The generalbody shall hold a meeting at least once in a year for the conduct of business and the election of office bearers, and the Secretary shall present to the generalbody an abstract of the receipts and charges of the year, duly audited by a competent person.

16. The Secretary shall, appoint retain in service, or remove pickers attached to the Tennis court, and at no time shall the Secretary appoint more than 3 pickers, save with th previous sanction of the generalbody.

7. The Secretary shall pay the pickers, the fixed salary from the collections of subscriptions or other funds of the Tennis court.

Sd/ B. Hanumantha Rao,
Secretary Tennis club,
Harapanahalli

Dated 5-11-37.

(True Copy)

11-12-38.

A.S.N./10-2a.

For Collector.

11/2

11

J. F H

C.F. 10.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying		
When copied		
When examined		
When signed		
When despatched.	26 FEB 1938	

DESPATCHED

SUBJECT:— Licence - land - (Bellary) - Harapanahalli Tq + Town SNo. 154 - A/2 - Taluk Off Compound - Tennis Court.

READ AGAIN _____, dated _____ 19____.

" " _____ " _____ 19____.

READ *ALSO*:—

No. B. 1235/38 From the from the Coll Bellary, No. _____, dated _____ 19____.

" _____ " Ref S. 789/37-A-1 of " 7-2-38 " _____ 19____.

" _____ " _____ " _____ " _____ 19____.

~~Order~~ ~~Ms.~~ ~~Resolution~~ ~~Rout.~~ No. Refce, dated B. 1235/38-1 of 22-2-1938.

The Collector is requested to report where the Reading ⊗ room of the Club is situated and to submit in duplicate a plan showing the location of the tennis court with reference to the Taluk office building. The plan should also be got countersigned by the E: Engineer, if this has not already been done.

13

C.R.32.

In reply, please quote number, date and short title.*

BOARD OF REVENUE MADRAS 2 APR 1938

Revenue DEPARTMENT.

Received *Registered* 12704

From (Name) E.C.Wood Esq., I.C.S.,

(Designation) Collector,

Post Box ....., (Station) Bellary.

Telegraphic Address .....

To

The Secretary to the Board of Revenue,
Madras.

Ref. No. 5789-37A-7, *dated* 29-3-38. 19

Sir,

*Licence- Land- Harapanahalli taluk and town- S.No. 154 A/2- Taluk Office Compound- Tennis court- further report- submitted.

Ref:- Board's Ref.B. 1235/38-1 dated 22-2-38.

The reading room of the club is situated by the side of the Taluk Office compound as noted in the plan now got countersigned by the Executive Engineer and enclosed as required.

ENCLOSURES Plans in duplicate. } Plan C.

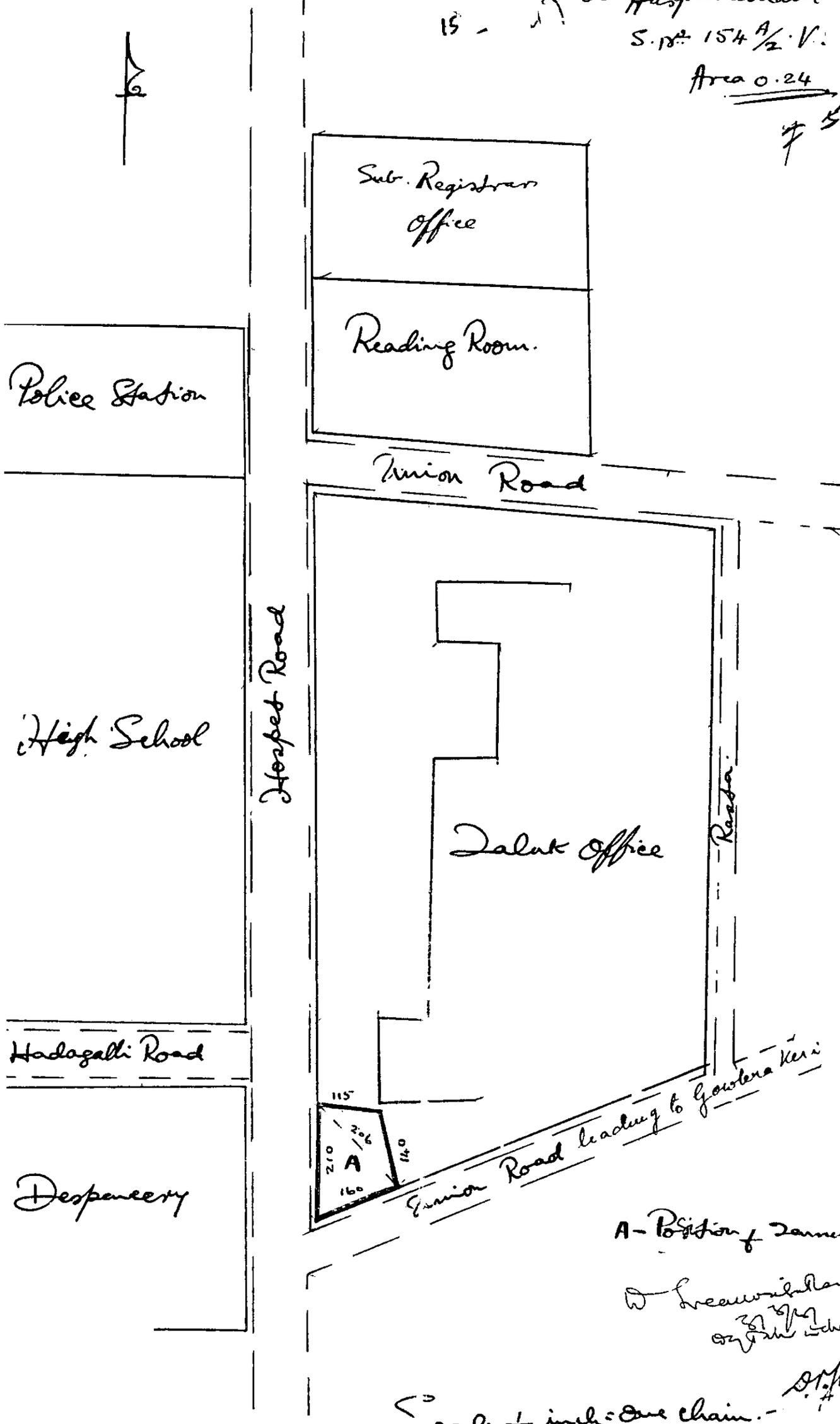
SPARE COPIES

A.S.N.631-3a.

For Collect

15 - 17

53. Haspanahalli
S. No. 154 A/2 V.
Area 0.24



A - Position of Taluk Office

Scale 1/2 inch = One chain.

C.F. 16.

DRAFT FOR APPROVAL.

	Date.	Initials.
When received for fair copying	19/4	
When copied		
When examined	20/4	
When signed		
When despatched.		

SUBJECT :— Licence - land - (Bellary) - Harpanahalli TH + Town - S.No 154 - A - 2 - Taluk Office Compound - Tennis Court + Reading Room - Proposals.

READ AGAIN _____, dated _____ 19____.

(P) „ „ B.P 62 Press of 11.6.37 19____ Q

READ *ALSO* :—

No. _____ From the _____, No. _____, dated _____ 19____.

„ B.2704/38 from the Coll Bellary „ _____ 19____. } Q

„ _____ „ Rc No. - 5789 - 37 - A - 7, of 29.3.38 19____.

~~Order~~ ~~Ms.~~ / Resolution Rout. No. Rejected, dated D 1235/38-2 of 14/4/38 19____.

From the sketch now submitted with the Collector's letter cited above, it is seen that the Reading Room of the Club also is in the Compound of the Taluk Office. It is presumed that it belongs to the Government and that it is being used by the members of the Club. The attention of the Collector is invited to G.O No Ms 1132 Rev of 26

~~Licl type~~ Communicated with the B. P. cited above he is requested to report the area occupied by the building together with its cost.

The schedule in the draft licence submitted with the Collector's letter of 7.2.38 requires to be modified. The Collector is requested to make the necessary corrections in the draft licence.

enclosed

1 Cs.

9/4/38

12438

12438

To

The Collector of Bellary

with a draft licence

~~Also sent~~ with reply.

[pp. 3-6]

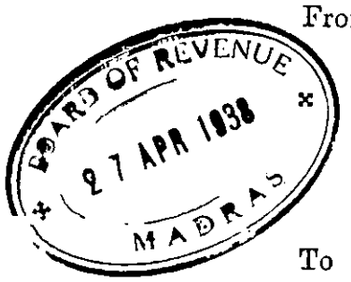
C.R.32

In reply, please quote number, date and short title.*

Revenue DEPARTMENT.

B33/2

Received ..... *Registered* .....



From (Name) J.W. Pritchard Esq., I.C.S.,

(Designation) Collector,

Post Box ....., (Station) Bellary.

Telegraphic Address .....

To

The Secretary to the Board of Revenue,
Madras.

Roc. *No.* 5789/37, *dated* 25-4-1938 19

Sir,

Enclosures
one item
Spare Copies

Licence - Land - Harapanahalli Taluk and Town - S.No. 154 A-2 - Taluk Office compound - Tennis court - proposal - further report - submitted.

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Ref.- Board's Ref.No.B. 1235/38-2 dated 14-4-38.

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The reading room is not in the compound of the Taluk Office but is situated in a separate compound of its own on the Harapanahalli Durgavathi road. It is not a property of the Government. The licence form returned with the Board's reference noted above is resubmitted.

For Collector.

JRM/26-4.

DRAFT FOR APPROVAL.

J.F. 14
B.A.H
F.W.S

12/5

Sub: Licence - Land - (Bellary).
Harpanahalli Tk - and ~~Vge~~ Town
S.No. 154-A/2 - Taluk Office Compound - Tennis Court - Sanctioned

p/l Cf B. 1238/38 from Coll. Bellary. Ref. 5789/37-A-7 dt 7.2.38 R
p 13 Cf B 2704/38 " " 5789/37-A-7 dt 29.3.38 R
p 21 Cf B. 3312/38 " " 5789/37-A-7 dt 25.4.38.

Resolution Mis /347/ dt 11-5-38

The Board sanctions the grant of a licence to the Tennis Club, Harpanahalli to use an extent of 0.24 cents of land in S.No. 154/A-2 of Harpanahalli ~~Vge~~ Town for the purpose of a tennis Court . The licence will be in the form annexed to these proceedings and will be subject to the conditions stipulated therein.

11/5

IC
9/5/38

11/5/38

10.5.38

To
The Collector of Bellary
with a draft licence and a sketch.
pp 3-6 C.F. to be copied
and pp17-18 C.F. to go in original)
Note to C.D.
Please keep a neatly typed copy of the draft licence in the file.

Draft Licence.

I, E.C. Wood Esq.,I.C.S., the Collector of Bellary district (hereinafter referred to as the Collector) hereby license and authorise the Secretary Tennis Club, Harpanahalli for the time being (hereinafter referred to as the licensee) to use at all times during the continuance of this licence all that piece and parcel of land situated in S.No. 154-A/2 of Harpanahalli Town and belonging to the Government of Madras and more particularly described in the schedule hereto and shown in the plan attached, for the purpose of the Tennis Court subject nevertheless to the conditions herein contained.

2. The licensee shall, so long as the licence hereby granted shall not be determined in the manner hereinafter provided, pay in advance an annual licence fee of Rs. 3/- clear of all deductions, the first of such payments to be made from the day of 11.5.38. and subsequent annual payments on the corresponding day of the succeeding years.

3. The licensee shall bear, pay and discharge all existing and future municipal and other taxes, charges, assessments and outgoings payable in respect of the said ~~land~~ land.

4. The licensee shall not use the said land or suffer it to be used except for the purpose of the Tennis Court.

5. The land shall not be used for political meetings.

6. The licensee shall not erect any buildings, fences or structures of a permanent or a temporary character on the said land without the previous written sanction of the Board of Revenue, Madras.

7. The licensee shall maintain the said land in a clean and sanitary condition to the satisfaction of the Collector and shall also maintain the structures, if any, erected thereon as aforesaid in good and substantial repair to the satisfaction of the

Collector

Collector. No alteration or extension of any such structure shall be made without the previous written sanction of the Board of Revenue, Madras.

8. The licensee may uproot, out down or destroy such trees, plants, groves or bushes as, in the opinion of the Collector, it is necessary to uproot, cut down or destroy to make the said land fit for the purposes of the recreation ground and may take them free of charge, and dispose of them in any manner he likes. The licensee may level the ground by removing embanked pathways and filling up low lying places on the said land so as to make the ground fit for the purpose of the Tennis Court and may mow and cut the grass thereon and dispose of the same in any manner he likes and do any work on the said land which in the opinion of the Collector is necessary to such purposes.

9. The licensee shall remove immediately any unauthorised building, fence or structure, on receiving notice from the Collector in default of immediate compliance with any such notice, the Collector shall have power to remove the same and the licensee shall, upon demand made by or on behalf of the Collector, pay the cost of removal and the cost of storing the materials removed and take delivery of the same. The licensee shall have no claim to any -- materials removed under this condition, which shall not have been taken delivery of. or the cost of removal and storage of which shall not have been paid by the licensee on demand made as aforesaid.

10. The licensee shall not, without the previous written sanction of the Board of Revenue, Madras, permit any person to use the said land or any structure thereon or any portion of such land or of such structure except as provided in condition 4.

11. The licensee shall on the termination or revocation of this licence restore the said land to as good a condition as is consistant with the foregoing condition.

12. The licensee shall be answerable to the Government for all or any injury or damage done to the said land except such as is permitted by the foregoing ~~and~~ conditions.

13. The Collector may revoke this licence at any time if the licence fee or any part thereof shall ~~remain~~ remain unpaid for 15 days after it has become payable (whether formally demanded or not) or if the licensee shall have broken any of the condition ~~therein~~ hereinin contained and assume control or otherwise dispose of all or any part of the said land and any buildings, fences and -- structures thereon and the licensee shall not be entitled to any compensation therefor.

14. The ~~licence~~ licence hereby granted may be revoked by the Collector or any higher authority after giving 24 hours notice in writing and by the Board of Revenue, Madras without -- notice for emergent reasons (Board of Revenue being the sole judge of the emergency) and shall be terminable by the licensee, by giving to the Collector six months notice in writing but without prejudice to any right of action or remedy of the -- Collector in respect of any ~~any~~ antecedent breach of any of the foregoing conditions. The licensee shall not, in case of such revocation or termination be entitled to any compensation in respect of any buildings, fences and structures on the said land or of any other improvements effected by him to the said land but he may, before the revocation or termination of the licence take effect or, if the licence is revoked without notice within such time as may be allowed by the Collector in that behalf, remove such buildings fences and structures.

Schedule

Schedule.

Town or village	Ward number.	Survey number.	Area.	Boundaries.
Harpanahalli	X	154-A/2 Village site.	0-24 acres	North: Taluk Office building South: Taluk Office compound wall East: -do- vacant space West: -do- Compound wall

In witness:-

I agree to the conditions contained in the above licence.

Sd/ B. Hanumantha Rao
Secretary

Licensee

Tennis Club - Harpanahalli

Note file

Licence – land – (Bellary) – Harpanahalli Tk and Town – S.No 154-A/2 – Taluk Office Compound – Tennis Court – Proposals.

B. 1235/38 from the Collector of Bellary Ref S 789/37-A-1 dt 7.2.38

To Asst. Secretary.

Please see the Collector's letter at page 1 cf. The proposals submitted by the Collector have been scrutinised. The tennis club is to be attached to a Reading room. The Collector has not reported where the reading room is situated. A plan of the tennis court has also not been submitted by the Collector. These defects may be got rectified. Draft submitted for approval.

KS. 21/2/38

AL 21/2/38

Issued as Refer B 1235/38-19 22.3.38 p 11 Ct

B 2704/38 from the Coll of Bellary. } p 13 Ct A.S.(L.)

Ref. C. 5789-37-A-7 of 29.3.38 }

To Asst. Secretary.

Please see the Collector's letter at p. 13 Ct in reply to the Board's reference at p. 11 Ct from the sketch now submitted by the Collector it is seen that the Reading Room also is in the compound of the Taluk office It is presumably a Govt. building which is being used by the Club. The value of the building has to be ascertained with reference to the powers of sanction of the Full Board. The draft licence also requires modification. A draft is submitted for approval. p 15 Ct

Vide G.O 1132 Rev 6.7

CS.
9/4/38

AL
12.4.38

12.4.38

pp 19-20 ct. Issued as Reference B/235738-2 dt 14.4.38

M1
M2 p2 ct
M3
A.S.(L/R)

{ B 3312/38 from Collector of Bellary
Rc 5289/37 dt 25.4.38

To Asst. Secretary

Please see the Collector's letters at pages 1 ct; 13 ct + 21 ct.

The proposals in the current file relate to the issue of a licence to the Tennis Club, Harpanahalli to use an extent of 0.24 cents of lands in S. No. 154/A.2 of the village for the purpose of a tennis court. (The land applied for is in the Taluk office Compound.) The proposals are complete and are within the powers of sanction of the Full Board. They may be sanctioned and the draft licence approved.

15/38
A.S.38

5338

1. J 5/5

M2 6/5

M1 8.5.38

SECY.
9-MAY 38

To Asst. Secretary.

Draft submitted for approval

15/38
W.S.38

11588

CIRCULATION CHECK SLIP.

B. P. No. Hms 1347

Dated 11.5.38

~~Single Member~~

~~Two Members~~

Full Board.

	I.A. L.R.,	A.D.S - L.R.	A.S. L.R.	A.S. Sett.	A.S. Sept Rev.	J.S. (F)	J.S. (A)	Secy.	M-3	M.2	Mal.
(1) Open file seen by		✓					✓	✓	✓		
(2) Final draft seen by		✓									
(3) Now circulated to											
(4) Initials		13/5									

** ~~Secretary~~
~~Joint Secretary~~

Passed for record.

A.S. (L.R.) 5.5.38

~~A.S. (Sett.)~~

** ~~A.S. (Sep.Rev.)~~

~~A.D.S.L.R.~~

~~A.~~

** Note: - Entries not required to be scored ou...